



CITY OF HUGHSON
CITY COUNCIL MEETING
CITY HALL COUNCIL CHAMBERS
7018 Pine Street, Hughson, CA

AGENDA
MONDAY, MARCH 9, 2015 – 7:00 P.M.

CALL TO ORDER: Mayor Matt Beekman

ROLL CALL: Mayor Matt Beekman
Mayor Pro Tem Jeramy Young
Councilmember Jill Silva
Councilmember George Carr
Councilmember Harold Hill

FLAG SALUTE: Mayor Matt Beekman

INVOCATION:

1. PUBLIC BUSINESS FROM THE FLOOR (No Action Can Be Taken):

Members of the audience may address the City Council on any item of interest to the public pertaining to the City and may step to the podium, state their name and city of residence for the record (requirement of name and city of residence is optional) and make their presentation. Please limit presentations to five minutes. Since the City Council cannot take action on matters not on the agenda, unless the action is authorized by Section 54954.2 of the Government Code, items of concern, which are not urgent in nature can be resolved more expeditiously by completing and submitting to the City Clerk a "Citizen Request Form" which may be obtained from the City Clerk.

2. PRESENTATIONS:

2.1: Certificate of Recognition to Chief of Police Services, Darin Gharat and Review and Accept the 2014 Hughson Police Services Year-End Report.

3. CONSENT CALENDAR:

All items listed on the Consent Calendar are to be acted upon by a single action of the City Council unless otherwise requested by an individual Councilmember for special consideration. Otherwise, the recommendation of staff will be accepted and acted upon by roll call vote.

- 3.1: Approve the Minutes of the Special Meeting/State of the City Address on February 23, 2015.
- 3.2: Approve the Warrants Register.
- 3.3: Approve the Treasurer's Report for January 2015.
- 3.4: Adopt Resolution No. 2015-04, a Resolution of the Hughson City Council Supporting the Approval of the Draft Fiscal Year 2015-2020 Consolidated Plan and Draft Fiscal Year 2015-2016 Annual Action Plan.
- 3.5: Approve the First Amendment to the Professional Services Agreement between the City of Hughson and Bartle Wells & Associates for Water Rate Study Services and Authorize the City Manager to Execute the First Amendment to the Professional Services Agreement.
- 3.6: Adopt Resolution No. 2015-05, a Resolution of the City Council of the City of Hughson Accepting the 5th Street Sidewalk Infill Project and Authorizing the City Clerk to File a Notice of Completion.

4. UNFINISHED BUSINESS: NONE.**5. PUBLIC HEARING TO CONSIDER THE FOLLOWING: NONE.****6. NEW BUSINESS:**

- 6.1: Consider the Re-appointment of Commissioners Sanjay Patel and Ken Sartain to the Hughson Planning Commission or Provide Direction to Staff to Advertise the Vacancies.
- 6.2: Authorize Release of Bid Documents for the Reconstruction of Tully Road from Santa Fe Avenue to Whitmore Avenue, the Release of Separate Bid Documents for the Associated Utilities Work on Tully Road Adjacent to and Underneath the Burlington Northern Santa Fe (BNSF) Railroad at Tully Road, and Increase this Project Budget.

7. CORRESPONDENCE:

- 7.1: Update of the Hatch Road and Santa Fe Avenue Signal Project.
- 7.2: Parks and Recreation Commission Agenda for March 10, 2015.

8. COMMENTS:

8.1: Staff Reports and Comments: (Information Only – No Action)

City Manager: **Quarterly Grants Program Update.**

City Clerk:

Community Development Director:

Director of Finance:

Police Services:

City Attorney:

8.2: Council Comments: (Information Only – No Action)

8.3: Mayor’s Comments: (Information Only – No Action)

9. CLOSED SESSION TO DISCUSS THE FOLLOWING: NONE.

10. REPORT FROM CLOSED SESSION: NONE.

ADJOURNMENT:

WAIVER WARNING

If you challenge a decision/direction of the City Council in court, you may be limited to raising only those issues you or someone else raised at a public hearing(s) described in this Agenda, or in written correspondence delivered to the City of Hughson at or prior to, the public hearing(s).

UPCOMING EVENTS:

March 10	▪ Parks & Recreation Commission Meeting, City Hall Chambers, 6:00 P.M.
March 14	▪ Danielle’s Gift St. Patrick’s Day Celebration Fundraiser, www.daniellesgift.org
March 17	▪ Planning Commission Meeting, City Hall Council Chambers, 6:00 P.M.
March 23	▪ Economic Development Committee Meeting, City Hall Chambers, 5:30 P.M.
March 23	▪ City Council Meeting, City Hall Council Chambers, 7:00 P.M.

RULES FOR ADDRESSING CITY COUNCIL

Members of the audience who wish to address the City Council are requested to complete one of the forms located on the table at the entrance of the Council Chambers and submit it to the City Clerk. **Filling out the card is voluntary.**

Any documents produced by the City and distributed to a majority of the City Council regarding any item on this Agenda will be made available at the City Clerk’s counter at City Hall located at 7018 Pine Street, Hughson, CA.

AFFIDAVIT OF POSTING

DATE: March 5, 2015 **TIME:** 6:00pm
NAME: Dominique Spinale Romo **TITLE:** City Clerk

AMERICANS WITH DISABILITIES ACT/CALIFORNIA BROWN ACT
NOTIFICATION FOR THE CITY OF HUGHSON

This Agenda shall be made available upon request in alternative formats to persons with a disability; as required by the Americans with Disabilities Act of 1990 (42 U.S.C. Section 12132) and the Ralph M. Brown Act (California Government Code Section 54954.2).

Disabled or Special needs Accommodation: In compliance with the Americans with Disabilities Act, persons requesting a disability related modification or accommodation in order to participate in the meeting and/or if you need assistance to attend or participate in a City Council meeting, please contact the City Clerk's office at (209) 883-4054. Notification at least 48-hours prior to the meeting will assist the City Clerk in assuring that reasonable accommodations are made to provide accessibility to the meeting.

Notice Regarding Non-English Speakers:

Pursuant to California Constitution Article III, Section IV, establishing English as the official language for the State of California, and in accordance with California Code of Civil Procedures Section 185, which requires proceedings before any State Court to be in English, notice is hereby given that all proceedings before the City of Hughson City Council shall be in English and anyone wishing to address the Council is required to have a translator present who will take an oath to make an accurate translation from any language not English into the English language.

General Information: The Hughson City Council meets in the Council Chambers on the second and fourth Mondays of each month at 7:00 p.m., unless otherwise noticed.

Council Agendas: The City Council agenda is now available for public review at the City's website at www.hughson.org and City Clerk's Office, 7018 Pine Street, Hughson, California on the Friday, prior to the scheduled meeting. Copies and/or subscriptions can be purchased for a nominal fee through the City Clerk's Office.

Questions: Contact the City Clerk at (209) 883-4054



CITY OF HUGHSON AGENDA ITEM NO. 2.1

SECTION 2: PRESENTATIONS

Meeting Date: March 9, 2015
Subject: Acceptance of the Hughson Police Services 2014 Year-End Report
Presented By: Darin Gharat, Chief of Police Services

Approved: _____

Staff Recommendation:

Review and Accept the 2014 Hughson Police Services Year-End Report.

Background and Overview:

Every year Hughson Police Services provides the City Council with a year-end report. This report provides the case highlights, crime and gang statistics, and traffic activity summaries for 2014.

Hughson Police Services continues to work diligently to suppress crime and maintain a vigil eye throughout the community. The number one goal is to protect the community and neighborhoods.

Hughson Police Services

2014 YEAR END REPORT



Hughson Police Services



Message from the Sheriff

Law enforcement services for the City of Hughson are performed under a mutual contract with the Stanislaus County Sheriff's Department. Personnel assigned to Hughson Police Services perform Patrol, General Investigations, Traffic Enforcement, Crime Prevention and Business Office functions. A wide array of ancillary services, such as the SWAT Team, Dive Team, Bomb Team and other Administrative functions are also provided by the Sheriffs Operations Center, located on Hackett Rd. in the City of Modesto.

"Our Department exists for no other purpose than to protect and serve our community."

Sheriff Adam Christianson

Message from the Chief

"It is with great pride that the men and women of Hughson Police Services provide to you this year-end report for 2014. Our dedicated team has worked closely with the citizens of the city to make Hughson a safer place for all of its residents."

- Darin Gharat, Chief of Police Services



Hughson Police Services



HUGHSON POLICE SERVICE STAFF

- **CHIEF OF POLICE – CHIEF DARIN GHARAT**
- **SARGEANT – SGT. HECTOR LONGORIA**
- **FIVE SWORN DEPUTIES**
- **LEGAL CLERK – LINDA HAMILTON**

PATROL DEPUTIES RESPONSES

- **5792.....CALLS FOR SERVICE**
- **1214.....REPORTS WRITTEN**
- **579.....TRAFFIC STOPS**
- **48.....TRAFFIC COLLISION REPORTS**
- **606.....ADULT CITATIONS (CRIMINAL AND TRAFFIC)**
- **99.....ADULT ARREST**
- **6.....JUVENILE ARREST**
- **7.....JUVENILE CITATIONS (CRIMINAL AND TRAFFIC)**
- **228.....ALARM CALLS**
- **187.....SECURITY, XPATROL, HAZARD, CIVIL, ABANDONED VEH.**
- **197.....SUSP PERSON/VEHICLE/CIRCUMSTANCE CALLS**
- **106.....ASSIST OTHER AGENCY CALLS**

Hughson Police Services

CASE HIGHLIGHTS

Hughson Police Services has endured the challenging prior year's hardships. We have worked hard to ensure the safety and well being of the citizens of Hughson.

Hughson Police Services has maintained its goal to keep our presence and dedication to the citizens and community. Hughson Police Services works hard to prevent crime by keeping its performance at top level. Hughson Police deputies have proactively kept themselves informed and educated in all aspects of their profession.

To ensure this goal, Hughson Police Services has maintained hands on correspondence with all City, State, County and Federal Departments as well as with the Hughson Community.

A few case highlights throughout the year are as follows;

- Subject stopped for vehicle code violation resulted in arrest for stolen vehicle, possession of controlled substance, resisting arrest, parole violation and warrants.**
- Deputies responded to call of suspicion person. Upon further investigation subject arrested for possession of controlled substance and parole violations.**
- Subjects with gang ties arrested for assault with deadly weapon, criminal street gang activity, criminal conspiracy and crimes while out on bail.**
- Deputies responded to call of disturbance in a local park. Subject arrested for assault with deadly weapon. Weapon located and destroyed.**
- Investigation of drugs for sale resulted in confiscation of over 6 pounds of marijuana, 4 hypodermic syringes, stolen property and controlled substances.**
- Investigation of stolen cell phone resulted in confiscation of multiple pounds of marijuana, cell phones, stun gun and ammunition. Subject arrested and booked.**

Hughson Police Services

CASE HIGHLIGHTS



Hughson Police Deputies responded to multiple traffic accidents. Deputies also assisted in rescue operations when needed.

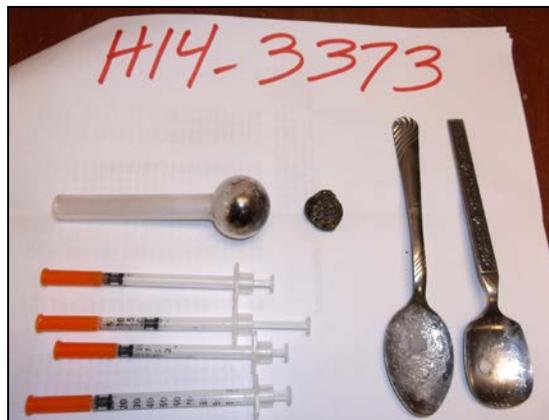


Hughson Police Services is working diligently to suppress crime such as vandalism. We work side by side with other local law enforcement agencies and also with the support of the community to control crime. We maintain a vigil eye on our school grounds, parks and students.

Hughson Police Services



Hughson Police Services had 21 vehicles stolen with 19 recovered and assisted on 8 other agency recoveries.



Deputies have made numerous drug arrest and confiscations.

Our goals have not changed; Protecting the community and neighborhoods. We will utilize every available source to reach this goal. Our commitment and goal is to keep Hughson's reputation as a safe and peaceful city a reality.

Hughson Police Services

PART 1 CRIME

Annual Report Summary

FELONY CRIMES	Year Total 2013	Year Total 2014	Numerical Difference	Percent Difference
Homicide	0	0	0	0
Assault with Deadly Weapon	1	2	+1	+1%
Rapes	0	0	0	0
Robbery	1	1	0	0
Burglary Totals	63	54	-9	-14.1%
Commercial	29	17	-12	-41.3%
Residential	18	29	+11	+61.1%
Vehicle	16	18	+2	+12.5%
Grand Theft	11	10	-1	-9.9%
Vehicle Theft	20	21	+1	+5%
Weapons Violations (not ADW)	6	7	+1	+16.6%
Child Molest/Incest, Etc.	2	0	-2	-1%
Kidnapping	1	0	-1	-1%
Forgery /NSF	15	25	+10	+66.6%
Arson	1	3	-2	-2%
Narcotics Violations	43	37	-6	-14%
Other Felony's	4	1	-3	-75%
Total Felony's	168	254		

Hughson Police Services

GANG STATISTICS

Annual Report Summary

Criminal Gangs	Year Total 2013	Year Total 2014	Numerical Difference	Percent Difference
Total Activity	5	3	-2	-4%
Assaults	0	1	+1	+1%
Drive by Shooting	0	1	+1	+1%
Weapon Charges	1	1	0	0
Graffiti	1	0	-1	-1%
Miscellaneous	3	0	-3	-1%

Gang activity has been strongly suppressed. Deputies have focused on any presence of suspected gang influence. Deputies have kept vigilant contact with any known gang members or activity.

Community safety has been the focus of our law enforcement. Keeping Hughson a safe and friendly city is our goal.

Hughson Police Services

TRAFFIC ACTIVITY

Annual Report Summary

	Year Total 2013	Year Total 2014	Numerical Difference	Percent Difference
Accident Totals	41	48	+7	+17%
Fatal Accidents	0	0	0	0
Injury Accidents	11	7	-4	-36.3%
Prop Damage/Non-Injury	25	32	+7	+28%
Hit and Run Accidents	5	9	+4	+8%
Drunk Driving Totals	5	8	+3	+6%
Involved in Accidents	1	0	-1	-1%
Driving Under Influence	4	8	+4	+5%
Citation Issued Totals	879	693	-186	-21.1%
Moving Violations	479	507	+28	+5.84%
Non-Moving Violations	212	96	-116	-54.7%
Mechanical Violations	52	11	-41	-78.8%
Parking Violations	136	79	-57	-41.9%



CITY OF HUGHSON AGENDA ITEM NO. 3.1 SECTION 3: CONSENT CALENDAR

Meeting Date: March 9, 2015
Subject: Approval of the City Council Minutes
Presented By: Dominique Spinale Romo, Assistant to the CM/City Clerk

Approved By: _____

Staff Recommendation:

Approve the Special Meeting/State of the City Address Minutes of the February 23, 2015 session.

Background and Overview:

The draft minutes of the February 23, 2015 meetings are prepared for the Council's review.



**CITY OF HUGHSON
SPECIAL CITY COUNCIL MEETING
SAMARITAN VILLAGE ALMOND ROOM
7700 Fox Road, Hughson, CA. 95326**



***STATE OF THE CITY ADDRESS
MINUTES
MONDAY, FEBRUARY 23, 2015 – 6:00
P.M.***

CALL TO ORDER: Mayor Matt Beekman

ROLL CALL:

Present: Mayor Matt Beekman
Mayor Pro Tem Jeramy Young
Councilmember Jill Silva
Councilmember George Carr
Councilmember Harold Hill

Staff Present: Raul L. Mendez, City Manager
Daniel J. Schroeder, City Attorney
Jaylen French, Community Development Director
Darin Gharat, Chief of Police Services
Dominique Spinale Romo, Assistant to the CM/City Clerk
Sam Rush, Public Works Superintendent
Lisa Whiteside, Finance Manager

FLAG SALUTE: Mayor Matt Beekman

INVOCATION: Reverend Ernest Spears

1. PUBLIC BUSINESS FROM THE FLOOR (No Action Can Be Taken):

No Public Comments.

2. PRESENTATIONS:

2.1: State of the City Address, presented by Mayor Matt Beekman.

Mayor Beekman opened the State of the City Address by presenting a PowerPoint presentation on the City of Hughson, focusing specifically on the areas of the City's budget, the Water System, Economic Development, Roads, and Police Services.

City Manager Mendez reviewed and discussed the City's Water System.

Community Development Director French reviewed and discussed the City's Roads and upcoming street projects.

Mayor Beekman reviewed and discussed the City's progress in the area of Economic Development, including the recent implementation of an Economic Development Incentive Program, of which the City has utilized in assisting three new businesses to open in the City, by making loans and grant funding available.

Mayor Beekman reviewed and discussed the success of the City's Police Services Contract with the Stanislaus County Sheriff's Department. Mayor Beekman presented Chief of Police Services, Darin Gharat, with a City Plaque thanking the Chief for his years of service as the City's Chief of Police. Chief Gharat is scheduled to retire in March.

ADJOURN TO A RECESS AND REFRESHMENTS – Approx. 30 Minutes – 6:40 P.M.

RECONVENE TO THE CITY COUNCIL MEETING – Approximately 7:10 P.M.

Upon reconvening into the City Council Meeting, it is noted that Mayor Pro Tem Young was excused/absent for the remainder of the meeting.

3. CONSENT CALENDAR:

All items listed on the Consent Calendar are to be acted upon by a single action of the City Council unless otherwise requested by an individual Councilmember for special consideration. Otherwise, the recommendation of staff will be accepted and acted upon by roll call vote.

3.1: Approve the Minutes of the February 9, 2015 Council Meeting.

- 3.2: Approve the Warrants Register.
- 3.3: Accept the Quarterly City of Hughson Legislative Report.

BEEKMAN/SILVA 4-0 (YOUNG-Absent) motion passes to approve the Consent Calendar as presented.

4. UNFINISHED BUSINESS:

- 4.1: Authorize the City Manager on behalf of the City of Hughson to execute the State of California-Natural Resources Agency Department of Parks and Recreation Grant Contract from the Land and Water Conservation Fund for the Seventh Street Park Acquisition Project and the purchase of 19.65 acres of real property owned by the Hughson Unified School District near the corner of Whitmore Avenue and Seventh Street.

City Manager Mendez presented the Staff Report on this item, and provided a brief summary on the status of this item and the current items city and legal staff was working on to continue working forward with the project.

The City Council deliberated on this item and asked various questions to both City and Legal staff, regarding the status of the grant and whether funding was available to cover the expenses to turn the property (if acquired) into a “passive park” within the next three years, as required in the grant regulations.

Citizens within the Community, including Planning Commissioners Julie Strain and Karen Minyard, Deputy Sheriff Dennis Wallace, and business owner Martha Vasquez, were present at the meeting to ask questions of staff and Council, as well as to provide feedback to the Council.

The Council continued to deliberation on this Item, as each of the Councilmembers shared their thoughts and concerns with the potential costs that may be associated in acquiring the property, as well as the future project costs in developing the land into a community park.

BEEKMAN/HILL 4-0 (YOUNG- Absent) motion passes to Not Authorize the City Manager on behalf of the City of Hughson to Execute the State of California-Natural Resources Agency Department of Parks and Recreation Grant Contract from the Land and Water Conservation Fund for the Seventh Street Park Acquisition Project and the purchase of 19.65 acres of real property owned by the Hughson Unified School District near the corner of Whitmore Avenue and Seventh Street.

5. PUBLIC HEARING TO CONSIDER THE FOLLOWING: NONE.

6. NEW BUSINESS: NONE.

7. CORRESPONDENCE: NONE.

8. COMMENTS:

8.1: Staff Reports and Comments: (Information Only – No Action)

City Manager: City Manager Mendez provided his closing comments on the Council’s decision in not moving forward with the 7th Street Park Acquisition Project. He also shared his enjoyment with the State of the City Address event.

City Clerk:

Community Development Director:

Director of Finance:

Police Services:

City Attorney:

8.2: Council Comments: (Information Only – No Action)

8.3: Mayor’s Comments: (Information Only – No Action)

Mayor Beekman provided a closing statement on the Council’s decision to not move forward with acquiring the property for the 7th Street Park Project, and expressed his appreciation to the city staff, legal staff, and the Council in conducting due diligence in researching the property and project to assist the City Council in making the most educated decision for the City of Hughson’s best interest.

9. CLOSED SESSION TO DISCUSS THE FOLLOWING: 8:35 P.M.

9.1: CONFERENCE WITH LABOR NEGOTIATOR pursuant to Government Code Section 54957.6.

Agency Negotiator: Raul L. Mendez, City Manager

Employee Organizations: Operating Engineers Local No. 3
(Skilled Trades, Professional and Technical)

Management

10. REPORT FROM CLOSED SESSION:

8:52 P.M.

No reportable action was taken.

ADJOURNMENT:

BEEKMAN/CARR motion passes to adjourn the meeting at 8:52 P.M.

MATT BEEKMAN, Mayor

DOMINIQUE SPINALE ROMO, City Clerk



CITY OF HUGHSON AGENDA ITEM NO. 3.2

SECTION 3: CONSENT CALENDAR

Meeting Date: March 9, 2015
Subject: Approval of Warrants Register
Enclosure: Warrants Register
Presented By: Lisa Whiteside, Finance Manager

Approved By: _____

Staff Recommendation:

Approve the Warrants Register as presented.

Background and Overview:

The warrants register presented to the City Council is a listing of all expenditures paid from February 28, 2015 through March 5, 2015.

Fiscal Impact:

There are reductions in various funds for payment of expenses.

fw

REPORT.: Mar 03 15 Tuesday
RUN....: Mar 03 15 Time: 11:08
Run By.: Lisa Whiteside

City of Hughson
Cash Disbursement Detail Report
Check Listing for 02-15 Bank Account.: 0100

PAGE: 001
ID #: PY-DP
CTL.: HUG

Check Number	Check Date	Vendor Number	Name	Net Amount	-----Payment Information-----	
					Invoice #	Description
46174	2/28/2015	EMP01	STATE OF CALIFORNIA	\$ 1,669.60	B50226	PAYROLL TAXES
46175	2/28/2015	HAR02	THE HARTFORD	\$ 429.66	B50226	DEFERRED COMPENSATION
46176	2/28/2015	PER01	P.E.R.S.	\$ 8,040.89	B50226	RETIREMENT
46177	2/28/2015	STA23	CaPERS SUPPLEMENTAL INCO	\$ 370.00	B50226	DEFERRED COMPENSATION
46178	2/28/2015	UNI07	UNITED WAY OF STANISLAUS	\$ 29.00	B50226	UNITED WAY
46179	2/27/2015	ALL07	ALLEY INSURANCE SERVICE,	\$ 592.00	1003	HEALTH PLAN CONSULTING
46180	2/27/2015	ARR00	ARROWHEAD MOUNTAIN SPRING	\$ 29.09	25664277	BOTTLED WATER
46181	2/27/2015	GEO01	GEOANALYTICAL LABORATORIE	\$ 55.00	BSA0602	MONITORING WWTP
				\$ 200.00	BSA1303	LAB TESTING FOR WATER
				\$ 55.00	BSA2001	MONITORING WWTP
				\$ 55.00	BSA2704	MONITORING WWTP
			Check Total:	\$ 365.00		
46182	2/27/2015	HIN00	HINDERLITER, dELLAMAS &	\$ 5,464.08	2331	CONTRACT SERVICES SALES TAX 3RD QRT
46183	2/27/2015	HUG34	VALLEY PARTS WAREHOUSE	\$ 250.51	132516	SMALL EQUIPMENT
				\$ 4.29	135392	SMALL EQUIPMENT
				\$ 16.34	136383	SMALL EQUIPMENT
				\$ 160.53	138492	SMALL EQUIPMENT
				\$ 25.68	139467	SMALL EQUIPMENT
				\$ 229.56	139958	SMALL EQUIPMENT
				\$ 301.04	141647	SMALL EQUIPMENT
				\$ 43.04	1350049	SMALL EQUIPMENT
			Check Total:	\$ 1,030.99		
46184	2/27/2015	OFF06	OFFICE TEAM	\$ 746.40	42325270	EXTRA HELP 2/6/15
				\$ 748.00	42325271	EXTRA HELP 02/6/15
				\$ 598.40	42393602	EXTRA HELP 2/13/15
				\$ 447.84	42412290	EXTRA HELP 02/13/15
			Check Total:	\$ 2,540.64		
46185	2/27/2015	QUI03	QUICK N SAVE	\$ 54.62	B50226	DIESEL FUEL
46186	2/27/2015	RIC04	RICOH USA, INC	\$ 1,340.15	94143180	COPIER LEASE
46187	2/27/2015	RU200	RU2 SYSTEMS INC	\$ 3,875.00	38189	REPAIR RADAR UNITS
46188	2/27/2015	SYN02	SYNAGRO WEST, LLC	\$ 4,948.84	30-103183	SLUDGE REMOVAL
46189	2/27/2015	TID01	TURLOCK IRRIGATION DIST.	\$ 26,618.56	B50227	ELECTRIC

46190	2/27/2015	TUR12	TURLOCK, CITY OF	\$	142.00	16	CNG FUEL
46191	2/27/2015	UNI08	UNION BANK OF CALIFORNIA	\$	66,571.40	B50226	RDA PROJECT TAX ALLOCATION ISSUE 2006
46192	2/27/2015	VIS01	VISUAL HORIZONS CUSTOM	\$	129.15	18806	BUSINESS INCENTIVE -MAGNOLIA FARMHOUSE MARKET
46193	2/27/2015	WIL01	CORBIN WILLITS SYSTEM	\$	571.40	502151	ENHANCEMENT & SERVICE FEE
			Cash Account Total:	\$	124,812.07		
			Total Disbursements:	\$	124,812.07		

REPORT.: Mar 05 15 Thursday
 RUN.....: Mar 05 15 Time: 12:41
 Run By.: MARTHA SERRATO

City of Hughson
 Cash Disbursement Detail Report
 Check Listing for 03-15 Bank Account.: 0100

ID #: PY-Df
 CTL.: HUG

fw

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
46199	3/5/2015	ADK00	ADKINS ELECTRIC	\$ 1,050.00	450	CONTRACT SERVICE REPAIR EQUIPMENT
46200	3/5/2015	ALL04	ALLIANCE	\$ 100.00	808	RETAIL LEASE TRAC SERVICE
46201	3/5/2015	ATT01	AT&T	\$ 3,429.75	B50305	PHONE
46202	3/5/2015	AVA00	AVAYA, INC	\$ 101.83	733378027	PHONE
				\$ 79.45	733378159	PHONE
			Check Total:	\$ 181.28		
46203	3/5/2015	BAY02	BAY ALARM CO	\$ 3,200.00	B50305	FIRE SYSTEM REPAIRS & UPGRADES
46204	3/5/2015	CAB01	CABRAL'S WELDING	\$ 447.63	1457	DUMP TRUCK HITCH REPAIR
46205	3/5/2015	CAL44	CALIFORNIA CONTRACTORS SU	\$ 98.84	PP63306	SAFETY EQUIPMENT FOR STREETS
46206	3/5/2015	CHA01	CHARTER COMMUNICATION	\$ 163.01	B50305	IP ADDRESS-PINE ST
46207	3/5/2015	CIT07	CITY SIGNS	\$ 232.47	28743	DECALS FOR CAR DOORS
46208	3/5/2015	CRO01	CROWN DESIGNS T'S AND TOP	\$ 33.90	CRO01	CITY OF HUGHSON T-SHIRT
46209	3/5/2015	DEN05	DENAIR FENCIN, INC.	\$ 1,312.55	6953	FENCE INSTALLATION
46210	3/5/2015	DON03	DON PEDRO PUMP	\$ 28,877.27	16880	REPAIRS & MATERIALS FOR WELL#4
46211	3/5/2015	ENV02	ENVIRONMENTAL SYSTEMS	\$ 1,788.93	27058	STREET SWEEPING FOR FEBRUARY
46212	3/5/2015	EWI00	EWING IRRIGATION PRODUCTS	\$ 774.77	9155452	WEED KILLER
46213	3/5/2015	EXP00	EXPRESS PERSONNEL SERVICE	\$ 1,045.76	153476635	EXTRA HELP 1/25/15
				\$ 997.12	153818513	EXTRA HELP 2/1/15
				\$ 1,174.96	154083091	EXTRA HELP 2/8/15
			Check Total:	\$ 3,217.84		
46214	3/5/2015	EZN00	EZ NETWORK SOLUTIONS	\$ 1,464.00	28948	NEW PRINTERS
				\$ 257.14	29140	OFF SITE DATA STORAGE
				\$ 1,691.01	29171	PORT SWITCH & FIREWALL
			Check Total:	\$ 3,412.15		
46215	3/5/2015	FAR03	FARMERS BROTHERS COFFEE	\$ 169.39	175868450	COFFEE
46216	3/5/2015	GEO00	GEORGE REED, INC	\$ 198.10	100072906	CUTBACK
46217	3/5/2015	GEO01	GEOANALYTICAL LABORATORIE	\$ 30.00	B5A2701	LAB TESTING FOR WATER TES TING
46218	3/5/2015	GRO01	FERGUSON ENTERISES, INC 1	\$ 433.17	1055982	REPLACEMENT VALVE BOXES ON CITY STREETS
				\$ 421.33	1058558	FIRE HYDRANT & PARTS
			Check Total:	\$ 854.50		

REPORT.: Mar 05 15 Thursday
 RUN.....: Mar 05 15 Time: 12:41
 Run By.: MARTHA SERRATO

City of Hughson
 Cash Disbursement Detail Report
 Check Listing for 03-15 Bank Account.: 0100

ID #: PY-DF
 CTL.: HUC

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
46219	3/5/2015	HOM01	THE HOME DEPOT CRC	\$ 81.13	B50305	CHAIN LINK FENCE REPLACEMENT
46220	3/5/2015	HUG03	HUGHSON CHRONICLE	\$ 89.55	106256	LEGAL #9616 NOTICE OF COMM. MTG FOR WEEK OF 2/10
46221	3/5/2015	HUG11	HUGHSON FARM SUPPLY	\$ 45.74	H126816	MISC TOOLS AND SUPPLIES
46222	3/5/2015	HUG28	HUGHSON TIRE	\$ 20.00 \$ 565.00	533649 828969	TIRE REPAIR PW-7 UTILITY TRUCK REPLACEMENT TIRES
Check Total:				\$ 585.00		
46223	3/5/2015	HUG34	VALLEY PARTS WAREHOUSE, I	\$ 57.04	141360	HARDWARE TO REPAIR & REPLACE TRAILER
46224	3/5/2015	JOR02	JORGENSEN & CO.	\$ 153.44	5497308	ANNUAL INSPECTION FIRE HOOD HCSC
46225	3/5/2015	LEA01	LEAGUE OF CALIF. CITIES	\$ 250.00	55810	WEBSITE JOB AD WESTERN CITY MAGAZINE FINANCE DIR.
46226	3/5/2015	MIS01	MISSION UNIFORM SERVICE	\$ 60.12 \$ 53.02 \$ 30.00 \$ 65.52 \$ 65.72 \$ 30.00 \$ 71.24 \$ 64.60 \$ 30.00 \$ 69.89 \$ 44.55 \$ 30.00	480557285 480557286 480557287 480558483 480558484 480558485 480559745 480559746 480559747 480560983 480560984 480560985	UNIFORM SERVICE UNIFORM SERVICE
Check Total:				\$ 614.66		
46227	3/5/2015	NEU01	NEUMILLER & BEARDSLEE	\$ 1,200.00 \$ 6,733.88	267136 267137	LEGAL SERVICES FOR JANUARY LEGAL SERVICES JANUARY 20
Check Total:				\$ 7,933.88		
46228	3/5/2015	OFF06	OFFICE TEAM	\$ 391.86 \$ 598.40	42427971 42427972	EXTRA HELP 2/20/15 EXTRA HELP 2/20/15
Check Total:				\$ 990.26		
46229	3/5/2015	PGE01	PG & E	\$ 136.21 \$ 209.97 \$ 96.37	B50305 B50306 B50307	ACCT #2011504262-2 SENIOR CENTER ACCT #7428178926-8 CNG ACCT #4678167629-4 CITY HALL
Check Total:				\$ 145.89	B50308	ACCT #4803170750-7 3RD ST CENTER

REPORT.: Mar 05 15 Thursday
 RUN.....: Mar 05 15 Time: 12:41
 Run By.: MARTHA SERRATO

City of Hughson
 Cash Disbursement Detail Report
 Check Listing for 03-15 Bank Account.: 0100

ID #: PY-Df
 CTL.: HUC

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
			Check Total:	\$ 588.44		
46230	3/5/2015	PLA03	PLATT	\$ 164.07	F854726	FLORESCENT LIGHTS DISPOSAL BOX
				\$ 240.86	G132982	STREET LIGHT
			Check Total:	\$ 404.93		
46231	3/5/2015	QUI03	QUICK N SAVE	\$ 1,004.53	260396	UNLEADED
				\$ 17.82	B50305	DIESEL
			Check Total:	\$ 1,022.35		
46232	3/5/2015	RUS01	RUSH, SAM	\$ 240.00	B50305	REIMBURSEMENT FOR CASH PMT FOR UPHOLSTERY REPAIR
46233	3/5/2015	SAF01	SAFETLITE	\$ 54.89	310609	STREET SIGNS
				\$ 249.69	312891	STREET SIGNS
			Check Total:	\$ 304.58		
46234	3/5/2015	SAN05	SAN JOAQUIN VALLEY	\$ 479.00	N109416	15/16 ANNUAL PERMITS TO OPERATE #N7449
46235	3/5/2015	SHO02	SHORE CHEMICAL COMPANY	\$ 1,379.45	41901	CHLORINE
46236	3/5/2015	SPI00	SPINALE, DOMINIQUE	\$ 64.56	B50305	REIMBURSEMENT FOR PARK & REC. COMM. NAME PLATES
46237	3/5/2015	STA42	STANISLAUS COUNTY	\$ 4,653.00	R15351349	14-15 4TH QUARTER OPERATIONAL COST
				\$ 1,191.00	R15351350	14-15 4TH QUARTER DEBT SERVICE
			Check Total:	\$ 5,844.00		
46238	3/5/2015	STE07	STEELEY, JARED WATER & WA	\$ 3,200.00	5891	CONSULTING SERVICE FOR WATER SYSTEM & WASTE WATER
46239	3/5/2015	TRO00	TROPHY WORKS	\$ 66.72	B50305	RETIREMENT GIFT
				\$ 118.39	B50306	RETIRMENT PLAQUE
			Check Total:	\$ 185.11		
46240	3/5/2015	UND01	UNDERGROUND SERVICE ALERT	\$ 105.00	15001069	811 SERVICE ALERT
46241	3/5/2015	UNI01	UNION BANK	\$ 1,978.00	910449	ANNUAL ADMINISTRATION FEE FEB 2015 - JAN 2016
46242	3/5/2015	UNI11	UNIVAR USA, INC	\$ 522.85	SJ659923	SODIUM HYPOCHLORITE
				\$ 557.28	SJ662114	SODIUM HYPOCHLORITE
			Check Total:	\$ 1,080.13		
46243	3/5/2015	UNI12	UNIVERSITY POLICE DEPARTM	\$ 25.00	15-5978	LIVE SCAN FINGERPRINT
46244	3/5/2015	WIL12	WILBUR-ELLIS COMPANY	\$ 233.85	8668535	ROADSIDE WEEDKILLER

REPORT.: Mar 05 15 Thursday
 RUN....: Mar 05 15 Time: 12:41
 Run By.: MARTHA SERRATO

City of Hughson
 Cash Disbursement Detail Report
 Check Listing for 03-15 Bank Account.: 0100

ID #: PY-DF
 CTL.: HUC

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
46245	3/5/2015	WIS00	WISLER, NORA	\$ 210.00	B50305	DAMAGE DEP. & KEY DEP REFUND 2/28/15
46246	3/5/2015	\A004	AMARAL, JOHN	\$ 11.46	000B50301	MQ CUSTOMER REFUND
46247	3/5/2015	\C012	COOK, DESERAE	\$ 75.56	000B50301	MQ CUSTOMER REFUND
46248	3/5/2015	\C013	CUPIT, ROXANNE & WAYLAND	\$ 80.30	000B50301	MQ CUSTOMER REFUND
46249	3/5/2015	\H010	HERNANDEZ, GERARDO	\$ 72.72	000B50301	MQ CUSTOMER REFUND
46250	3/5/2015	\K004	KIPER DEVELOPMENT,	\$ 0.30	000B50301	MQ CUSTOMER REFUND
46251	3/5/2015	\R003	RIVERA, JON	\$ 155.70	000B50301	MQ CUSTOMER REFUND
46252	3/5/2015	\S001	SANGHERA, SUKHJINDER & K	\$ 148.30	000B50301	MQ CUSTOMER REFUND
Cash Account Total:				\$ 78,261.82		
Total Disbursements:				\$ 78,261.82		



CITY OF HUGHSON AGENDA ITEM NO. 3.3 SECTION 3: CONSENT CALENDAR

Meeting Date: March 9, 2015
Subject: Approval of the Treasurer's Report – January 2015
Presented By: John Padilla, City Treasurer

Approved By: _____

Staff Recommendation:

Review and Approve the City of Hughson Treasurer's Report for January 2015.

Summary:

The City Treasurer is required to review the City's investment practices and approve the monthly Treasurer's report. Enclosed is the City of Hughson's Treasurer's Report for January 2015. As of January 2015, the City of Hughson's total cash and investment balance is \$11,775,197.53 and is in compliance with the City's investment policy. The City has sufficient cash flow to meet the City's expected expenditures for the next six months.

Background and Overview:

The Treasurer report for January 2015 reflects the most current representation of the City's funds and investments and provides a necessary outlook for both past, present, and future investment and spending habits. While investments and funds differ from time to time, it is the goal of the City to maintain safety and stability with its funds, while additionally promoting prudence and growth.

Enclosed is the City of Hughson Treasurer's Report for January 2015 along with supplementary graphs depicting the percentage of the City's total funds, a breakdown of the January 2015 Developer Impact Fees, and an additional line plot graph further demonstrating the Developer Impact Fees. This graph depicts the Developer Impact Fees' actual balance for the past five years, and continues with a projection based on the average rate of change for each fund over the next few years. After review and evaluation of the report, City staff has researched funds with a significant deficit balance and submit the following detailed explanation:

Public Facilities Development Streets Fund:

The Public Facilities Development Streets Fund currently reflects a negative balance of (\$445,837.49), reflecting a positive difference of \$113,909.84 or a 20.35% increase from the previous year. The deficit is a result of the Euclid Bridge Project, which was constructed in Fiscal Year 2006/2007, for approximately \$1.3 million. The project was completed in anticipation of funding from Developer Impact Fees collected from new development. Unfortunately, the housing market declined significantly and the new development never materialized. Once the economy strengthens and new building starts again, the City can recognize additional developer impact fees and reduce the deficit more quickly.

Water Developer Impact Fee Fund:

The Water Developer Impact Fee Fund currently reflects a negative balance of (\$498,371.23), reflecting a positive difference of \$40,869.08 or a 7.58% increase from the previous year. After extensive review, City staff discovered that the remaining deficit is attributable to settlement arrangements that were made in Fiscal Year 2008/2009 and Fiscal Year 2009/2010 for the Water Tank on Fox Road near Charles Street. The Project Cost of the Water Tower Project was \$2,400,000. During that period, the City paid out \$650,000 in settlements. This account will be in a deficit position until additional development occurs and developer impact fees are collected to cover those unanticipated settlement costs.

Based on a staff review of 2012 Water Development and Street funds, the City would need development in the Feathers Glen (42 units) and Euclid South (69 units) subdivisions, or about 110 units to be built to see a positive balance in the Water and Street Development funds. These units reflect the areas that are most likely to see development. Currently, 19 units have been developed in the remaining lots of the Fontana Ranch North subdivision, 10 of which are pending final status.

Transportation Capital Project and CDBG Public Works Street Projects Fund:

The Transportation Capital Project Fund currently reflects a negative balance of (\$302,410.87), reflecting a positive difference of \$73,345.18 or a 19.52% increase from the previous year. The CDBG Public Works Street Project Fund currently reflects a negative balance of (\$208,579.92), reflecting negative difference of (\$133,956.99) or a 179.51% decrease from the previous year. The City currently has 4th and 5th Street projects that are complete. While the 4th Street project has been reimbursed, 5th Street project's reimbursement remains pendant. Reimbursement for both infill projects are from CMAQ (Congestion Mitigation Air Quality) and CDBG (Community Development Block Grant) funds.

SLESF (Supplemental Law Enforcement Services Fund):

The Supplemental Law Enforcement Services Fund (SLESF) currently reflects a

negative balance of (\$25,144.57). Although the SLESF Fund currently depicts a negative balance, the deficit is the result of cash flow. With revenue coming in as expected, the SLESF Fund is expected to return to its normal state by the end of the fiscal year in June.

Fiscal Impact:

As of January 2015, the total cash and investments balance for the City of Hughson is \$11,775,197.53. This compares to January 2014's total cash and investments balance of \$10,170,860.17, demonstrating a \$1,604,337.36 or a 15.77% increase.

**City of Hughson
Treasurer's Report
January 2015**

	MONEY MARKET	GENERAL	REDEVELOPMENT **	TOTAL
Bank Statement Totals	\$ 9,057,734.43	\$ 235,059.81	\$ 206,399.18	\$ 9,499,193.42
Adjustment-Direct Deposit Payroll	\$ -			\$ -
Outstanding Deposits +			\$ -	\$ -
Outstanding Checks/transfers -	\$ 32,391.65	\$ (289,876.13)	\$ -	\$ (257,484.48)
ADJUSTED TOTAL	\$ 9,090,126.08	\$ (54,816.32)	\$ 206,399.18	\$ 9,241,708.94
Investments: Various				\$ 1,022,694.56
Multi-Bank WWTP				\$ 1,432,127.27
Investments: L.A.I.F.		\$ 39,396.02	\$ 39,270.74	\$ 78,666.76

TOTAL CASH & INVESTMENTS **\$ 11,775,197.53**

<u>Books - All Funds</u>	<u>January 2014</u>	<u>January 2015</u>	<u>Difference</u>
2 Water/Sewer Deposit	35,394.94	54,719.61	19,324.67
5 AB939 Source Reduction	0.00	0.00	0.00
8 Vehicle Abatement	13,447.42	12,593.55	-853.87
11 Traffic Congestion Fund	75,758.90	116,781.60	41,022.70
13 Redevelopment - Debt Service	120,703.33	221,504.99	100,801.66
17 Federal Officer Grant	6,620.00	6,620.00	0.00
18 Public Safety Realignment	17,871.85	32,351.76	14,479.91
19 Asset Forfeiture	6,995.43	6,995.43	0.00
25 Gas Tax 2106	980.07	-14,507.51	-15,487.58
30 Gas Tax 2107	14,220.39	16,573.52	2,353.13
31 Gas Tax 2105	-1,253.67	31,971.22	33,224.89
35 Gas Tax 2107.5	9,172.14	3,672.14	-5,500.00
40 General Fund	240,166.37	904,749.34	664,582.97
401 General Fund Contingency Reserve	672,287.04	673,411.69	1,124.65
43 Trench Cut	75,173.40	75,611.40	438.00
48 Senior Community Center	7,299.86	7,926.66	626.80
49 IT Reserve	43,675.20	65,856.40	22,181.20
50 U.S.F. Resource Com. Center	-4,226.87	862.38	5,089.25
51 Self-Insurance	73,703.49	73,703.49	0.00
52 CLEEP(California Law Enforcement Equipment Program)	0.00	0.00	0.00
53 SLESF (Supplemental Law Enforcement Services Fund)	49,560.01	-25,144.57	-74,704.58
54 Park Project	424,057.42	479,959.30	55,901.88
60 Sewer O & M	1,975,526.06	3,011,100.99	1,035,574.93
61 Sewer Fixed Asset Replacement	2,107,813.88	2,557,948.13	450,134.25
66 WWTP Expansion 2008	1,264,878.96	98,129.44	-1,166,749.52
70 Local Transportation	173,622.49	161,420.67	-12,201.82
71 Transportation	-375,756.05	-302,410.87	73,345.18
100/200 LLD's and BAD's	104,526.83	134,006.16	29,479.33
80 Water O & M	262,791.89	205,804.16	-56,987.73
82 Water Fixed Asset Replacement	425,263.51	612,779.21	187,515.70
88 PW CDBG Street Project	-74,622.93	-208,579.92	-133,956.99
80 Water Reserve-USDA GRANT	21,524.50	21,524.50	0.00
90 Garbage/Refuse	1,244.22	150,320.21	149,075.99
92 98-EDBG-605 Small Bus. Loans	93,585.12	93,595.60	10.48
94 96-EDBG-438 Grant	403.43	403.43	0.00
95 94-STBG-799 Grant	158,117.83	159,205.08	1,087.25
96 HOME Program Grant (FTHB)	35,041.19	35,041.19	0.00
97 96-STBG-1013 Grant	133,853.40	194,359.67	60,506.27
98 Cal Home Rehab	0.00	40,000.00	40,000.00
Developer Impact Fees ***	1,981,439.12	2,064,337.48	82,898.36
TOTAL ALL FUNDS:	10,170,860.17	11,775,197.53	1,604,337.36
Break Down of Impact Fees ***			
10 Storm Drain	213,631.89	272,700.51	59,068.62
20 Community Enhancement	79,639.77	73,097.00	-6,542.77
41 Public Facilities Development	1,544,747.83	1,340,821.61	-203,926.22
42 Public Facilities Development-Streets	-559,747.33	-445,837.49	113,909.84
55 Parks DIF	312,365.76	388,310.98	75,945.22
62 Sewer Developer Impact Fees	930,041.51	933,616.10	3,574.59
81 Water Developer Impact Fees	-539,240.31	-498,371.23	40,869.08
Break Down of Impact Fees ***	1,981,439.12	2,064,337.48	82,898.36

I hereby certify that the investment activity for this reporting period conforms with the Investment Policy adopted by the Hughson City Council, and the California Government Code Section 53601. I also certify that there are adequate funds available to meet the City of Hughson's budgeted and actual expenditures for the next six months.

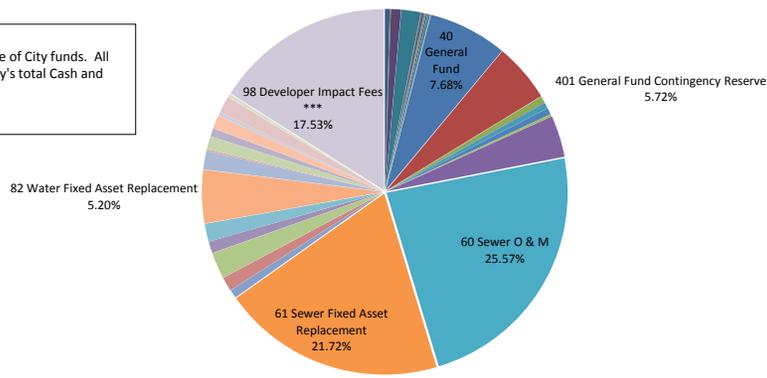
John Padilla, Treasurer

Date

January 2015

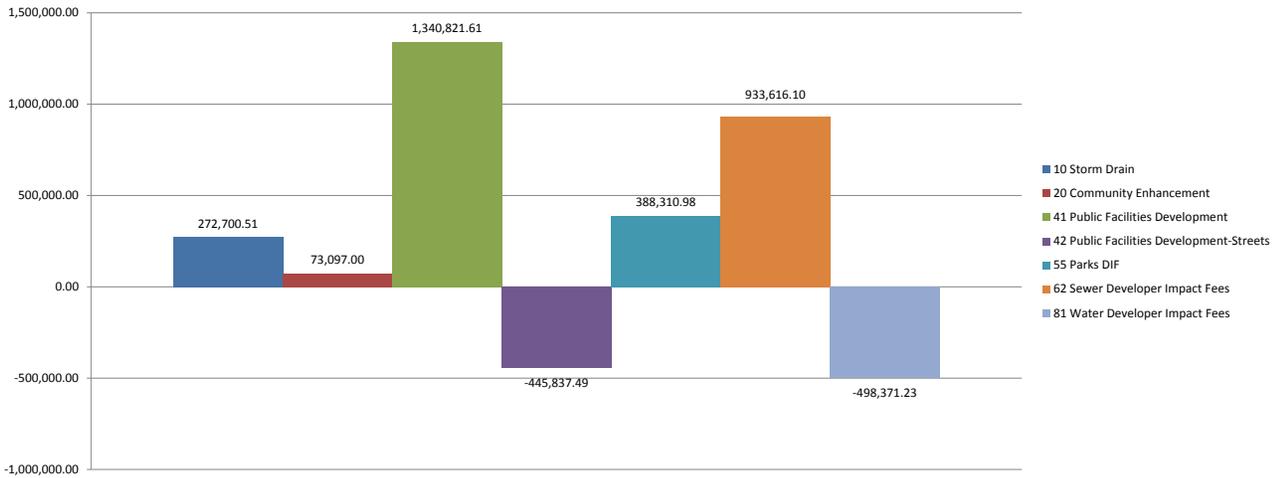
Percentage of all Funds for January 2015

Note:
Data displayed represents largest percentage of City funds. All other funds represent less than 5% of the City's total Cash and Investments.

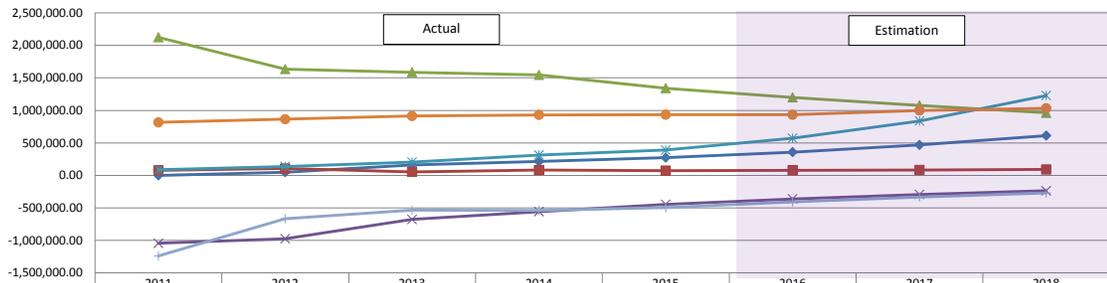


- 2 Water/Sewer Deposit
- 11 Traffic Congestion Fund
- 18 Public Safety Realignment
- 30 Gas Tax 2107
- 40 General Fund
- 48 Senior Community Center
- 51 Self-Insurance
- 54 Park Project
- 66 WWTP Expansion 2008
- 100/200 LLD's and BAD's
- 88 PW CDBG Street Project
- 92 98-EDBG-605 Small Bus. Loans
- 96 HOME Program Grant (FTHB)
- 98 Developer Impact Fees ***
- 5 AB939 Source Reduction
- 13 Redevelopment - Debt Service
- 19 Asset Forfeiture
- 31 Gas Tax 2105
- 401 General Fund Contingency Reserve
- 49 IT Reserve
- 52 CLEEP(California Law Enforcement Equipment Program)
- 60 Sewer O & M
- 70 Local Transportation
- 80 Water O & M
- 80 Water Reserve-USDA GRANT
- 94 96-EDBG-438 Grant
- 97 96-STBG-1013 Grant
- 8 Vehicle Abatement
- 17 Federal Officer Grant
- 25 Gas Tax 2106
- 35 Gas Tax 2107.5
- 43 Trench Cut
- 50 U.S.F. Resource Com. Center
- 53 SLESF (Supplemental Law Enforcement Services Fund)
- 61 Sewer Fixed Asset Replacement
- 71 Transportation
- 82 Water Fixed Asset Replacement
- 90 Garbage/Refuse
- 95 94-STBG-799 Grant
- 98 Cal Home Rehab

January 2015 Breakdown of Developer Impact Fees



5 Year Trend & Estimate for Developer Impact Fees for the Month of January



Category	2011	2012	2013	2014	2015	2016	2017	2018
Storm Drain	-242.38	48,913.27	159,014.57	213,631.89	272,700.51	357,233.70	467,970.94	613,035.13
Community Enhancement	77,576.87	103,972.61	52,619.77	79,639.77	73,097.00	78,171.50	83,598.29	89,401.80
Public Facilities Development	2,126,050.68	1,635,239.33	1,586,188.44	1,544,747.83	1,340,821.61	1,200,373.70	1,074,637.38	962,071.64
Public Facilities Development-Streets	-1,046,800.43	-974,171.33	-678,724.33	-559,747.33	-445,837.49	(362,080.27)	(294,058.10)	(238,814.91)
Parks DIF	85,013.51	136,475.02	203,093.10	312,365.76	388,310.98	570,296.66	837,571.69	1,230,107.73
Sewer Developer Impact Fees	815,218.31	863,362.48	914,471.41	930,041.51	933,616.10	933,617.13	999,689.78	1,034,460.02
Water Developer Impact Fees	-1,240,966.75	-668,417.25	-537,208.94	-539,240.31	-498,371.23	(407,458.41)	(333,129.89)	(272,360.37)



CITY OF HUGHSON AGENDA ITEM NO. 3.4

SECTION 3: CONSENT CALENDAR

Meeting Date: March 9, 2015
Subject: Adoption of Resolution No. 2015-04, Supporting the Approval of the Draft Fiscal Year 2015-2020 Consolidated Plan and Draft Fiscal Year 2015-2016 Annual Action Plan
Presented By: Dominique Spinale Romo, Assistant to the City Manager
Approved By: _____

Staff Recommendation:

Adopt Resolution No. 2015-04, a Resolution of the Hughson City Council Supporting the Approval of the Draft Fiscal Year 2015-2020 Consolidated Plan and Draft Fiscal Year 2015-2016 Annual Action Plan.

Background and Overview:

Stanislaus County along with the cities of Ceres, Newman, Oakdale, Patterson, Waterford, and Hughson form what is known as the Stanislaus County Community Development Block Grant (CDBG) Consortium.

Stanislaus County reviews and solicits input on the Annual Action Plan (AAP) every year, and the Consolidated Plan (CP) every five years. The Urban County cities are no longer required to hold public hearings and approve the Draft AAP and CP; however, they are required to submit a resolution of concurrence and support of the plans to Stanislaus County, so it may be submitted as documentation to the Department of Housing and Urban Development (HUD).

The City of Hughson advertised and prepared to conduct a community meeting on February 17, 2015 as part of the development of Draft AAP and Draft CP, in order to solicit public input. No members from the public attended this meeting. Stanislaus County will present the Draft AAP and Draft CP to the Board of Supervisors on March 17, 2015, and open a 30 day comment period. The public hearing for review and evaluation of these documents is scheduled for April 21, 2015.

Neither of these documents is currently available for the Council's review at this time. The City of Hughson's updated projects included in the Draft AAP and Draft CP are as follows:

2nd Street (between Walker Lane to Fox Road)

Install curb, gutter and sidewalk and pedestrian and ADA improvements. The project is part of a multi-year effort to complete sidewalk infill projects to improve connectivity, mobility and access for non-motorized users of the City.

Walker Lane (between Tully Road to 2nd Street)

Install curb, gutter and sidewalk and pedestrian and ADA improvements. The project is part of a multi-year effort to complete sidewalk infill projects to improve connectivity, mobility and access for non-motorized users of the City.

2nd Street (Santa Fe Avenue to Locust Street)

Install curb, gutter and sidewalk and pedestrian and ADA improvements. The project is part of a multi-year effort to complete sidewalk infill projects to improve connectivity, mobility and access for non-motorized users of the City.

Tully Road (Walker Lane to Fox Road)

Install curb, gutter and sidewalk and pedestrian and ADA improvements. The project is part of a multi-year effort to complete sidewalk infill projects to improve connectivity, mobility and access for non-motorized users of the City.

Charles Street (Santa Fe Avenue to Whitmore Avenue)

Install curb, gutter and sidewalk and pedestrian and ADA improvements. The project is part of a multi-year effort to complete sidewalk infill projects to improve connectivity, mobility and access for non-motorized users of the City.

Elm Street (Charles Street to Elementary School)

Install curb, gutter and sidewalk and pedestrian and ADA improvements. The project is part of a multi-year effort to complete sidewalk infill projects to improve connectivity, mobility and access for non-motorized users of the City.

7th Street (Whitmore Avenue to ½ block South)

Install curb, gutter and sidewalk and pedestrian and ADA improvements. The project is part of a multi-year effort to complete sidewalk infill projects to improve connectivity, mobility and access for non-motorized users of the City.

**CITY OF HUGHSON
CITY COUNCIL
RESOLUTION 2015-04**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON
SUPPORTING THE APPROVAL OF THE DRAFT FISCAL YEAR 2015-2020
CONSOLIDATED PLAN (CP) AND THE DRAFT FISCAL YEAR 2015-2016
ANNUAL ACTION PLAN (AAP)**

WHEREAS, Stanislaus County, City of Ceres, City of Newman, City of Oakdale, City of Patterson, City of Waterford and the City of Hughson have worked together to prepare both the Draft Fiscal Year 2015-2020 Consolidated Plan and the Draft Annual Action Plan for Fiscal Year 2015-2016; and

WHEREAS, the Urban County includes the County of Stanislaus, Cities of Ceres, Newman, Oakdale, Patterson, Waterford and Hughson and each have unanimously chosen to participate in the entitlement process thereby receiving a portion of the CDBG and HOME Funds allocated to Stanislaus County; and

WHEREAS, the Draft Fiscal Year 2015-2020 Consolidated Plan and Draft Fiscal Year 2015-2016 Annual Action Plan will be made available to the public as an opportunity to review and provide comments prior to the public hearing to be held by the Stanislaus County Board of Supervisors on April 21, 2015 to consider their adoption;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Hughson hereby adopts this Resolution supporting the approval of the Draft Fiscal Year 2015-2020 Consolidated Plan and the Draft Fiscal Year 2015-2016 Annual Action Plan.

PASSED AND ADOPTED by the Hughson City Council at a regular meeting thereof held on March 9, 2015, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

MATT BEEKMAN, Mayor

ATTEST:

DOMINIQUE SPINALE ROMO, City Clerk



CITY OF HUGHSON AGENDA ITEM NO. 3.5

SECTION 3: CONSENT CALENDAR

Meeting Date: March 9, 2015

Subject: Approval to Increase the Budget for the Professional Services Agreement with Bartle Wells and Associates for an Updated Water Rate Study

Enclosures:

- 1. Professional Services Agreement with Bartle Wells Associates with Attachments**
- 2. First Amendment to the Professional Services Agreement**
- 3. Water Rate Study Update/Request for Additional Budget to Complete Study**

Presented By: Dominique Spinale Romo, Assistant to the City Manager

Approved By: _____

Staff Recommendation:

1. Approve the First Amendment to the Professional Services Agreement between the City of Hughson and Bartle Wells & Associates for Water Rate Study services, and
2. Authorize the City Manager to Execute the First Amendment to the Professional Services Agreement.

Background and Overview:

The Professional Services Agreement with Bartle Wells & Associates for Water Rate Study services was approved by the City Council on August 13, 2013 in the amount of \$18,000. Since then, city staff has been working with the State on the Well #7 Replacement Project, which was estimated at \$6.6 million dollars. The City's current water rate structure cannot support the debt service on a \$6.6 million state revolving fund loan for the project, so the City hired Bartle Wells & Associates to assist with completing an updated Water Rate Study to be presented to the City Council for review and consideration when appropriate.

Bartle Wells and Associates authored both the 2007 and 2009 Water Rate Studies, making them very familiar with Hughson water system and rate structure. Enclosed with this report is the Request for Additional Budget, summarizing the number of hours and fees estimated to complete the proposed Scope of Work within the

Professional Services Agreement. Staff is requesting an additional \$9,570, amending the agreement budget from \$18,000 to \$27,570. Multiple events and processes have taken place since August of 2013, which has utilized the original budget of \$18,000. This amount was originally based on project completion within eight months of the execution of the original agreement. These funds were utilized for consultant services regarding pending City financing options for the State Revolving Fund loan application, the income survey, and potential grant funding opportunities, which have all resulted in the delay of completing the water rate study. A majority of the water rate analysis has been conducted, however additional funding is needed to perform services such as developing the final rate recommendations, meeting with city staff to review, conducting workshops with the City Council and public, drafting the Proposition 218 mailer, preparing and finalizing the reports, and attending the public hearing on the updated proposed water rates.

The first event was the State providing an opportunity to the City of Hughson to conduct a citywide income survey to further determine if the City was considered a “disadvantaged community”. This opportunity was presented due to Hughson’s medium household income (MHI) being only slightly higher than the threshold to be considered “disadvantaged”. In January, the results of the survey favored the City of Hughson, as the threshold was met and the City was reclassified as “disadvantaged”. The City is awaiting a revised funding notice from the State accounting for this designation, which may provide grant funding to offset the \$6.6 million project costs.

Secondly, the State approached the City with a potential consolidation project. This project consisted of the City providing water to two private water systems (Country Villa Apartments and Cobles Corner Mobile Park) on Geer Road, outside of the city limits. These water systems were also not in compliance with stringent maximum contaminant levels (MCL) for arsenic. The State has shown interest in covering the infrastructure costs to complete the project along Whitmore Avenue and assist these private systems in providing clean water to their residents. Bartle Wells & Associates have continued to work alongside staff on these processes and potential projects.

Fiscal Impact:

The proposal from Bartle Wells will be amended to a not-to-exceed figure of \$27,570 to complete and present an updated Water Rate Study. The additional funding is available in the Water Enterprise Fund, which currently holds a fund balance of \$205,804.16. This is the account that currently funds the original agreement.

PROFESSIONAL SERVICES AGREEMENT

(City of Hughson/Bartle Wells Associates)

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Hughson, a California municipal corporation (“City”) and Bartle Wells Associates a California (“Consultant”).

RECITALS

City has determined that it requires the following professional services from a consultant:
Water Rate Study, Professional Services.

Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees.

Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

1. DEFINITIONS

1.1. “Scope of Services”: Such professional services as are set forth in Consultant’s revised proposal to City attached hereto as Exhibit A and incorporated herein by this reference.

1.2. “Approved Fee Schedule”: Such compensation rates as are set forth in Consultant’s revised fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.

1.3. “Commencement Date”: **August 12, 2013**

1.4. “Expiration Date”: Upon Adoption of the Final Report by Council

2. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the parties or terminated earlier in accordance with Section **15** (“Termination”) below.

3. CONSULTANT'S SERVICES

3.1. Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of eighteen thousand dollars (\$18,000) unless specifically approved in advance and in writing by City.

3.2. Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.).

3.3. Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. David Chase, Public Works Director, shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

4. COMPENSATION

4.1. City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule, and Section 3.1 of this Agreement.

4.2. Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within forty-five calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

4.3. Payments for any services requested by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule.

5. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material (“written products”) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

6. RELATIONSHIP OF PARTIES

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant’s employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

7. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement.

8. INDEMNIFICATION

8.1. To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys’ fees incurred by counsel of City’s choice.

8.2. City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant’s failure to pay City promptly any indemnification arising under this Section 8 and related to Consultant’s failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers’ compensation laws.

8.3. The obligations of Consultant under this Section 8 will not be limited by the provisions of any workers’ compensation act or similar act. Consultant

expressly waives any statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

8.4. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 8 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

8.5. City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

9. INSURANCE

9.1. During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

9.1.1. Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000), per occurrence and in the aggregate, including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.

9.1.2. Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.

9.1.3. Worker's Compensation insurance as required by the laws of the State of California.

9.1.4. Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).

9.2. Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.

9.3. The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.

9.4. Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

9.5. At all times during the term of this Agreement, Consultant shall maintain on file with City a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall, prior to commencement of work under this Agreement, file with City such certificate(s).

9.6. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

9.7. The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

9.8. The insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

9.9. All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.

9.10. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

9.11. Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 8 of this Agreement.

10. MUTUAL COOPERATION

10.1. City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.

10.2. In the event any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require.

11. RECORDS AND INSPECTIONS

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

12. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, encroachment permits and building and safety permits and inspections.

13. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City:

Mr. Thomas Clark

City of Hughson

P.O. Box 9

Hughson, CA 95326

Telephone: (209) 883-4055

Facsimile: (209) 883-2638

With courtesy copy to:

Daniel J. Schroeder, City Attorney
Neumiller & Beardslee
P.O. Box 20
509 W. Weber Avenue, Fifth Floor
Stockton, CA 95202
Telephone: (209) 948-8200
Facsimile: (209) 948-4910

If to Consultant:

Mr. Douglas R. Dove
Bartle Wells Associates
1889 Alcatraz Avenue
Berkeley, CA 94703
Telephone: 510.653.3399
Facsimile: 510.653.3769

14. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 7, Section 8, Paragraph 10.2 and Section 11 of this Agreement shall survive the expiration or termination of this Agreement.

15. TERMINATION

15.1. City shall have the right to terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

15.2. If City terminates this Agreement for any reason other than fault, or breach of this Agreement, or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

16. GENERAL PROVISIONS

16.1. Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.

16.2. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

16.3. The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

16.4. The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.

16.5. Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

16.6. Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Stanislaus County, California.

16.7. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and

provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

16.8. This Agreement shall be governed and construed in accordance with the laws of the State of California.

16.9. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“City”
City of Hughson
By: _____
Raul L. Mendez, City Manager

“Consultant”
Bartle Wells Associates
By: _____
Douglas R. Dove, Principal and President

Date: _____

Date: _____

Attest:
By: _____
Dominique Spinale, Deputy City Clerk

Date: _____

Approved as to form:
By: _____
Daniel J. Schroeder, City Attorney

Date: _____

EXHIBIT A
SCOPE OF WORK



BARTLE WELLS ASSOCIATES
INDEPENDENT PUBLIC FINANCE ADVISORS

1889 Alcatraz Avenue
Berkeley, CA 94703
510 653 3399 fax: 510 653 3769
e-mail: bwa@bartlewells.com

July 30, 2013

Thom Clark, Community Development Director
City of Hughson
7018 Pine Street
Hughson, CA 95326

Re: Water rate study for the City of Hughson.

Bartle Wells Associates is pleased to submit this proposal to serve as financial consultant in connection with preparation of a water rate study for the City of Hughson.

Our proposal includes the scope of services our firm will provide and the estimated consulting fee for such services.

Bartle Wells Associates is an independent financial advisor to public agencies. Our firm was established in 1964 and is owned and managed by its principal consultants. We specialize in providing financial advisory and utility rate consulting services to California water and wastewater agencies. Our firm has a well-earned reputation for providing clients with straightforward, practical advice. We have a strong track record of building consensus for our final recommendations.

We propose to assign Douglas R. Dove, president and one of our principal consultants. Doug has worked with the City in the past, and is an expert in developing water rates and financing plans for California cities. Jason Bartlett and others on our staff may assist him as needed.

Bartle Wells Associates is particularly well suited to assist the City with the water rate analysis since BWA prepared the prior water rate study for the City and has also worked for a number of agencies in the region. We recently completed utility rate studies and financial plans for the Cities of Modesto, Patterson and Fresno and Keyes Community Services District. We have helped many agencies in California develop effective rate and financial strategies to meet their infrastructure needs.

BARTLE WELLS ASSOCIATES

Since 1964, we have served over 500 public agency clients in the western United States on over 2,500 financing assignments. Our clients have ranged from small cities and special districts to large cities, joint powers authorities, counties, and state agencies. We have extensive experience in formulating financial plans and in developing revenue sources to meet a public agency's capital and operating requirements. We also have supervised the procurement of billions of dollars of funding for California infrastructure projects through municipal bond issues, private

placement loans and state and federal grants and loans.

SCOPE OF WORK

Bartle Wells Associates will work closely with City staff, Council and interested members of the public to develop a plan to introduce metered water rates in Hughson. This section presents a proposed scope of services that we believe forms a sound basis for completing this assignment. We propose to perform the following services in connection with implementation of a water rate structure for the City of Hughson:

1. Project Team Orientation/Kickoff Meeting

To initiate our work, hold a meeting with City staff, consulting engineers, and others as appropriate, to accomplish the following:

- Identify members of City staff, engineers, and others who will participate in the project.
- Determine the roles and responsibilities of study participants.
- Identify other parties that have a significant interest in the project.
- Establish project schedule and key milestone dates.
- Confirm the key goals and expectations of the project team.
- Identify key policy objectives of the City regarding implementing water rates and metering the entire City.

2. Investigation and Data Collection

Assemble the information necessary to understand and describe the City's current water rates and charges, customers that currently have water meters and those who don't, the City's existing infrastructure and proposed capital/facilities needs, and the latest plan to meter all water customers prior to the State mandated deadline of 2025.

Key steps in this phase of the project include:

- Review current water user and other fees.
- Review prior user fee studies and history of water operations.
- Review City's water system capital improvement plans, and identify additional long-term water funding needs.
- Identify the types of customers that benefit from each group or type of facilities.
- Review City financial information including audits and budgets and outstanding debt.
- Identify current funding sources for the water system operating and capital costs.
- Review existing development agreements, when applicable.

The assistance of City staff will be required during this phase in collecting and researching relevant information and helping to identify data sources when relevant. The objectives of investigation and data collection are to develop a sound understanding of the characteristics of the water system, its facilities and infrastructure, its finances and annual revenue requirements, short-term and long-term capital needs, and to develop the basic assumptions to be used in the study.

3. Survey Surrounding Agencies' Rates

Prepare a survey of surrounding water agencies' rates. Work with staff to identify agencies to be included in the survey. Summarize the findings of the survey in an easy-to-understand format.

4. Develop Revenue and Expense Projections

Develop revenue and expense projections for the water enterprise over the next five to ten years. Include costs of future capital improvements and the meter retrofit program. Project customer growth and annual water revenue requirements over the study period. Evaluate the financial impact of various rate adjustment alternatives. Develop a phased implementation plan for achieving the recommended rate structure goals while minimizing rate impacts.

5. Develop Preliminary Water Rate Structure Recommendations

Determine an equitable allocation of costs to applicable water usage parameters. Work with the project team to identify customer and usage profiles to use in the analysis. Model the impact of rates on various customer classes. Based on the best consumption information available, develop a preliminary rate structure for the City. Evaluate methods of including annual cost escalators such as CPI in the new rates

6. Meet with City to Review Preliminary Recommendations

Meet with City staff review water rate recommendations and discuss key alternatives. Receive City input and revise recommendations as needed.

7. Conduct Council Workshop

Develop a PowerPoint presentation summarizing the findings of the water rate study. Conduct a workshop to present the findings and receive input from Council and the public. Input received from the City Council, staff, the public, and others will be incorporated in our final recommendations.

Bartle Wells Associates is experienced at clearly and concisely presenting our findings and recommendations to non-technical audiences in order to gain public acceptance and build consensus for our final recommendations.

8. Draft the Proposition 218 Mailer

BWA will assist the City with drafting the Prop. 218 rate notice. We recommend the notice go beyond the minimum legal requirements and provide clear and concise explanation of the reasons for any rate increase. We have found that ratepayers are generally much more accepting of rate increases when they understand why they are needed.

9. Prepare Draft & Final Reports

Prepare a draft report of the water rate study findings and recommendations, including proposed implementation of water rates. Submit the draft report to City staff for review and comments. Following staff review and input, prepare and submit a final report.

10. Attend Public Hearing on Water Rates

Attend the rate hearing. Prepare a brief PowerPoint presentation summarizing the proposed rate structure and how it was developed. Be available to answer questions about the proposed rates

during the hearing.

ADDITIONAL SERVICES

Bartle Wells Associates will remain available to provide additional services as requested by the City of Hughson. Additional services may include:

- Additional presentations, as necessary
- Assisting with the development of public education and outreach materials.

AVAILABILITY AND PROPOSED FEE

1. Bartle Wells Associates is prepared to begin work upon authorization to proceed.
2. Bartle Wells Associates will perform all work. Douglas R. Dove, one of the firm's principals, will be placed in charge of the study and will devote the time and effort to the project as needed.
3. BWA will be compensated for the proposed services on a time and expenses basis. The not-to-exceed fee for the water rate study, based on our Billing Rate Schedule 2013 is \$18,000, including direct expenses.
4. The fee is based on the following assumptions:
 - a. Availability of all necessary information, in a timely manner, from the City, its staff, attorneys, engineers, and other consultants.
 - b. One draft submittal of the water rate study. Time and expenses in revising tables and assumptions due to changes in data from the City, or in preparing additional draft reports, constitute additional services.
 - c. Four meetings at the City including two meetings with City staff, one workshop meeting with City Council, and a public rate hearing with City Council.
 - d. Completion of the work within eight months of notice to proceed.
5. BWA will bill the City as the work proceeds on a time-and-materials basis in accordance with our Billing Rate Schedule 2013.
6. In addition to the services provided under this proposal, the City may authorize BWA to perform additional services for which the City will compensate BWA based on consultants' hourly rates (Billing Rate Schedule 2013) at the time the work is performed, plus direct expenses. Additional services may include, but are not limited to:
 - Attendance at additional meetings or presentations
 - Changes in project scope
 - Any other services not specified
7. BWA will maintain in force, during the full term of the assignment, insurance in the amounts and coverage as provided in the attached Insurance Schedule.
8. If the project is terminated for any reason, BWA is to be reimbursed for professional services and direct expenses incurred up to the time BWA receives notification of such termination.
9. This proposal may be withdrawn or amended if not accepted within 90 days of its date.
10. We would very much like to work for the City on this assignment and hope that this proposal will constitute a suitable basis for our serving you.

Very truly yours,

BARTLE WELLS ASSOCIATES

A handwritten signature in black ink, appearing to read "Douglas R. Dove". The signature is fluid and cursive, with the first name "Douglas" and last name "Dove" clearly distinguishable.

Douglas R. Dove, CIPFA
President

Enclosures: Fee Estimate and Schedule
Resume for Douglas R. Dove
Billing Rate Schedule 2013

EXHIBIT B
APPROVED FEE SCHEDULE

BARTLE WELLS ASSOCIATES

368473-2

BILLING RATE SCHEDULE 2013

Rates Effective 1/1/2013

Professional Services

Financial Analyst I.....	\$135 per hour
Financial Analyst II.....	\$165 per hour
Senior Consultant	\$195 per hour
Principal Consultant.....	\$235 per hour

The professional time rates include all overhead and indirect costs. Bartle Wells Associates does not charge for secretarial support services and internal computer time. Expert witness, legal testimony or other special limited assignment will be billed at one and one-half times the consultant's hourly rate.

The above rates will be in effect through December 31, 2013 at which time they will be subject to change.

Direct Expenses

Subconsultants will be billed at cost plus ten percent. Word processing and computer-assisted services related to official statement production are charged as direct expenses at \$70 per hour. Other reimbursable direct expenses incurred on behalf of the District will be billed at cost plus ten percent. These reimbursable costs include, but are not limited to:

- Travel, meals, lodging
- Long distance telephone and fax
- Printing and report binding
- Special statistical analysis
- Outside computer services
- Bond ratings
- Automobile mileage
- Messenger services and mailing costs
- Photocopying
- Graphic design and photography
- Special legal services
- Legal advertisements

Insurance

Bartle Wells Associates maintains insurance in the amounts and coverage as provided in the attached schedule of insurance. Additional or special insurance, licensing, or permit requirements beyond what is shown on the schedule of insurance are billed in addition to the contract amount.

Payment

Fees will be billed monthly for the preceding month, and will be payable within 30 days of the date of the invoice. A late charge of 1.0 percent per month may be applied to balances unpaid after 60 days.

City of Hughson				
Fee Estimate -- Water Rate Study				
Task	Total Estimated Hours	Principal Consultant (Dove) \$235	Senior Analyst (Bartlett) \$135	Total Cost
Task 1 – Project team orientation/kickoff meeting	10	5	5	1,850
Task 2 – Investigation and data collection	8	2	6	1,280
Task 3 – Survey surrounding agencies' tiered rates	8	2	6	1,280
Task 4 – Develop revenue and expense projections	10	5	5	1,850
Task 5 – Develop preliminary tiered water rate recommendations	12	2	10	1,820
Task 6 – Meet with City to review preliminary recommendations	10	5	5	1,850
Task 7 – Conduct Council workshop	10	5	5	1,850
Task 8 – Draft the Prop 218 mailer	6	2	4	1,010
Task 9 – Prepare draft and final reports	12	2	10	1,820
Task 10 – Attend public hearing on rates	10	5	5	1,850
Total Estimated Consulting Hours & Costs	96	35	61	\$16,460
Estimated Expenses				
Transportation/meals				1,000
Copies/binding				250
Phone/fax/mail				100
Miscellaneous				190
Total Estimated Expenses				\$1,540
Total Fee Estimate -- Water Rate Study				\$18,000

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This First Amendment to the Professional Services Agreement ("First Amendment") is made effective **March 9, 2015**. The parties are identified in the Recitals below.

RECITALS

A. Effective August 12, 2013, the City of Hughson ("City") and Bartle Wells Associates a California ("Consultant") entered into a Professional Services Agreement ("Agreement") to prepare a Water Rate Study for the City for an amount not to exceed \$18,000.00 as set forth in Section 3.1 of the Agreement.

B. City and Consultant now desire to amend Section 3.1 of the Agreement and increase the **not to exceed amount to \$27,570.00** as set forth in this First Amendment.

NOW, THEREFORE, the parties agree as follows:

FIRST: Paragraph 3.1 of the Agreement is amended to read as follows effective **March 9, 2015:**

“Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of twenty seven thousand five hundred and seventy dollars (\$27, 570.00) unless specifically approved in advance and in writing by City.”

SECOND: Except as modified herein, all of the other terms and provisions of the Lease remain in full force and effect.

ALL SIGNATURES ON PAGE 2 FOLLOWING

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“City”
City of Hughson

“Consultant”
Bartle Wells Associates

By: _____
Raul L. Mendez, City Manager

By: _____
Douglas R. Dove, Principal and President

Date: _____

Date: _____

Attest:

By: _____
Dominique Spinale Romo, City Clerk

Date: _____

Approved as to form:

By: _____
Daniel J. Schroeder, City Attorney

Date: _____

**Water Rate Study Update City of Hughson
Request for Additional Budget to Complete Study
October 30, 2014**



Dear Dominique,

We have enjoyed working with City staff, consultants, and City Council in updating the 2013 water rate study. We have presented draft tables and rate options to City Council, and the study has been in progress since August 2013. However, the initial contract and fee was based on project completion within 8 months of our notice to proceed.

While we have been very careful in billing our time, several factors resulted in our depleting the consulting budget on this project including: pending City financing options including a State Revolving Fund Loan application, low income survey, and potential State grants, which have resulted in multiple rate scenarios and project delays.

While we regret that these factors caused us to exceed the original budget, we believe the final outcome will result in a more refined financial plan and rates agreeable to all stakeholders.

Bartle Wells Associates will work closely with City staff, City Council and others as appropriate to perform the following services in connection with the completion of the water rate study:

- Develop final rate recommendations based on pending grants and loans
- Meet with City staff to review rate recommendations
- Conduct a City Council workshop on rates and financing options
- Draft the Proposition 218 mailer
- Prepare draft and final reports
- Attend the public hearing on the rates

Therefore, we are requesting a total budget increase of \$9,570 to cover the items discussed above.

We have greatly enjoyed working with you on this project and look forward to completing the tasks in the near future.

Very Truly Yours

A handwritten signature in black ink, appearing to read 'Douglas R. Dove', is written over a light blue horizontal line.

Bartle Wells Associates
Douglas R. Dove, President

Request for Additional Budget

The following table summarizes our request for additional budget:

City of Hughson

Fee Estimate -- Water Rate Study

Task	Total Estimated Hours	Principal Consultant (Dove) \$235	Financial Analyst (DeGroot) \$95	Total Cost
Task 1 – Develop final rate recommendations	10	5	5	1,650
Task 2 – Meet with City to review recommendations	10	5	5	1,650
Task 3 – Conduct Council workshop	10	5	5	1,650
Task 4 – Draft the Prop 218 mailer	6	2	4	850
Task 5 – Prepare draft and final reports	12	2	10	1,420
Task 6 – Attend public hearing on rates	10	5	5	1,650
Total Estimated Consulting Hours & Costs	58	24	34	\$8,870
Estimated Expenses				
Transportation/meals				500
Miscellaneous				200
Total Estimated Direct Expenses				\$700
Total Fee Estimate – Water Rate Study				\$9,570

STATEMENT OF AVAILABILITY AND FEES

1. During the project development period, we will be available at all reasonable times and on reasonable notice for meetings and for consultation with City staff, attorneys, consulting engineers, and others as necessary.
2. Bartle Wells Associates will perform all work related to the assignment. Doug Dove, a firm principal and President will be assigned as project leader on this assignment. He will serve as the lead contact person for BWA and will be involved with the project a day-to-day basis.
3. The fees for services outlined in this proposal will not exceed \$9,570 including direct expenses estimated not to exceed \$700. The fee is based on the following assumptions:
 - a. The project will be completed by June 30, 2015 or other mutually agreeable date preferred by the City. BWA will work to meet all City scheduling requirements and deadlines.
 - b. All necessary information will be provided by the City and/or its other consultants in a timely manner.
 - c. The fee is based on a total of up to 3 meetings and/or presentations.
4. Progress payments and direct expenses are payable monthly on a time and materials basis as the work proceeds as provided in our Billing Rate Schedule 2014, which will remain in effect for the duration of this project.
5. In addition to the services provided under this proposal, the City may authorize Bartle Wells Associates to perform additional services, which may include, but are not limited to:
 - Changes in project scope
 - Delays in project schedule resulting in additional revisions
 - Additional meetings and presentations
 - Any other services not specified
6. Bartle Wells Associates will maintain in force, during the full term of the assignment, insurance as provided in the Certificate of Insurance attached.
7. Bartle Wells Associates is an independent public finance advisory firm that is registered as a Municipal Advisor with the Securities and Exchange Commission (SEC Registration No. 867-00740) and the Municipal Securities Rulemaking Board (MSRB ID K0414).
8. If the project is terminated for any reason, Bartle Wells Associates is to be reimbursed for professional services and direct expenses incurred up to the time notification of such termination is received.

This proposal may be withdrawn or amended if not accepted within 90 days.

BARTLE WELLS ASSOCIATES

BILLING RATE SCHEDULE 2014

Rates Effective 1/1/2014

Professional Services

Financial Analyst I.....	\$95 per hour
Financial Analyst II.....	\$135 per hour
Senior Financial Analyst.....	\$165 per hour
Senior Consultant	\$195 per hour
Principal Consultant.....	\$235 per hour

The professional time rates include all overhead and indirect costs. Bartle Wells Associates does not charge for secretarial support services and internal computer time. Expert witness, legal testimony or other special limited assignment will be billed at one and one-half times the consultant's hourly rate.

The above rates will be in effect through December 31, 2014 at which time they will be subject to change.

Direct Expenses

Subconsultants will be billed at cost plus ten percent. Word processing and computer-assisted services related to official statement production are charged as direct expenses at \$60 per hour. Other reimbursable direct expenses incurred on behalf of the agency will be billed at cost plus ten percent. These reimbursable costs include, but are not limited to:

- Travel, meals, lodging
- Long distance telephone and fax
- Printing and report binding
- Special statistical analysis
- Outside computer services
- Bond ratings
- Automobile mileage
- Messenger services and mailing costs
- Photocopying
- Graphic design and photography
- Special legal services
- Legal advertisements

Insurance

Bartle Wells Associates maintains insurance in the amounts and coverage as provided in the attached schedule of insurance. Additional or special insurance, licensing, or permit requirements beyond what is shown on the schedule of insurance are billed in addition to the contract amount.

Payment

Fees will be billed monthly for the preceding month, and will be payable within 30 days of the date of the invoice. A late charge of 1.0 percent per month may be applied to balances unpaid after 60 days.

SCHEDULE OF INSURANCE

Insured: BARTLE WELLS ASSOCIATES

Bartle Wells Associates will maintain in force, during the full term of the assignment, insurance in the amounts and coverage as provided in this schedule. If additional insurance is required, and the insurer increases the premium as a result, then the amount of the increase will be added to the contract price.

TYPE OF INSURANCE	COMPANY POLICY NUMBER	COVERAGES AND LIMITS	EXP. DATE
Commercial General Liability	Hartford Insurance Company Policy #35-SBA PA6857	<ul style="list-style-type: none"> ■ \$4,000,000 General Aggregate ■ \$4,000,000 Products Comp/Op Aggregate ■ \$2,000,000 Personal & Advertising Injury ■ \$1,000,000 Each Occurrence 	6/1/15
Excess/Umbrella Liability	Hartford Insurance Company Policy #35-SBA PA6857	<ul style="list-style-type: none"> ■ \$1,000,000 Aggregate ■ \$1,000,000 Each Occurrence 	6/1/15
Automobile Liability	Hartford Insurance Company Policy #35-UEC VU2842	<ul style="list-style-type: none"> ■ \$1,000,000 Combined Single Limit 	6/1/15
Workers Compensation & Employers' Liability	Hartford Underwriters Insurance Company Policy #35-WEC FG7858	<p>Workers' Compensation: Statutory Limits for the State of California. Employers' Liability:</p> <ul style="list-style-type: none"> ■ Bodily Injury by Accident - \$1,000,000 each accident ■ Bodily Injury by Disease - \$1,000,000 each employee ■ Bodily Injury by Disease - \$1,000,000 policy limit 	6/1/15
Professional Liability	Chubb & Son, Inc. 81714947	Solely in the performance of services as municipal financing consultants for others for a fee.	6/1/15
Excess Professional	ACE G27437606001	Limit: \$2,000,000 Per Occurrence & Aggregate (including defense costs, charges, and expenses). Excess Professional. Limit: \$3,000,000 Per Occ. & Aggregate	



CITY OF HUGHSON AGENDA ITEM NO. 3.6

SECTION 3: CONSENT CALENDAR

Meeting Date: March 9, 2015
Subject: Adoption of Resolution No. 2015-05, a Resolution of the City Council of the City of Hughson Accepting the 5th Street Sidewalk Infill Project and Authorizing the City Clerk to File a Notice of Completion
Presented By: Dominique Spinale Romo, Assistant to the City Manager

Approved: _____

Staff Recommendation:

Adopt Resolution No. 2015-05, a resolution of the City Council of the City of Hughson accepting the 5th Street Sidewalk Infill Project and authorizing the City Clerk to file a Notice of Completion.

Background and Overview:

At its regularly scheduled meeting of June 9, 2014, the City Council adopted Resolution No. 2014-19, which awarded a contract for the 5th Street Sidewalk Infill Project to low bidder George Reed Construction in the amount of \$358,403.05. The City Council also authorized a 10% construction contingency, as well as a 10% set-aside for construction testing and inspection.

The project added sidewalks, necessary pavement rehabilitation, other appurtenances, as well as a four-inch pavement overlay to 5th Street, from Fox Road to Hughson Avenue. The construction of this project has now been deemed as complete by the Public Works Department and contracted inspection staff. The final step is to file a Notice of Completion with the Stanislaus County Clerk-Recorder.

Fiscal Impact:

This project had a total budget of \$430,083.66, which included funds from Congestion Mitigation Air Quality (CMAQ), the Community Development Block Grant (CDBG), and Local Transportation Funds (LTF). The project was completed under budget with remaining funds used to plant twenty-five (25) Chinese Pistache trees along the newly paved sidewalks, as well as the addition of bike lane improvements along the east side of the street.

CITY OF HUGHSON
CITY COUNCIL
RESOLUTION NO. 2015-05

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON
ACCEPTING THE 5TH STREET SIDEWALK INFILL PROJECT AND
AUTHORIZING THE CITY CLERK TO FILE A NOTICE OF COMPLETION**

WHEREAS, at its regularly scheduled meeting of June 9, 2014, the City Council adopted Resolution No. 2014-19, awarding a contract for the 5th Street Sidewalk Infill Project to low bidder George Reed Construction in the amount of \$358,403.05, and Authorizing a 10% Construction Contingency as well as a 10% Set-aside for Construction Testing and Inspection.; and

WHEREAS, the work has been inspected and found to be complete by; and

NOW THEREFORE BE IT RESOLVED that the Hughson City Council hereby accept the 5th Street Sidewalk Infill Project as complete and authorize the City Clerk to File a Notice of Completion with the County Clerk-Recorder.

PASSED AND ADOPTED by the City Council of the City of Hughson at its regular meeting held on this 9th day of March, 2015 by the following roll call votes:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

MATT BEEKMAN, Mayor

ATTEST:

DOMINIQUE SPINALE ROMO, City Clerk

Filing Requested By:

City of Hughson
Attn: Dominique Spinale Romo, City Clerk
7018 Pine Street
PO Box 9
Hughson, CA. 95326

Phone: (209) 883-4054

When Filed Mail To:

Same as above

SPACE ABOVE THIS LINE FOR RECORDS USE ONLY

NOTICE OF COMPLETION
CITY OF HUGHSON
5TH STREET SIDEWALK INFILL PROJECT

NOTICE IS HEREBY GIVEN that the City of Hughson, a municipal corporation, in the County of Stanislaus, State of California, is filing a Notice of Completion for the following project:

5TH STREET SIDEWALK INFILL PROJECT

Installation of curb, gutter, storm drain, sidewalks, and ADA accessible curb cuts as needed, finish with a four-inch pavement overlay. This project is located on 5th Street, from Fox Road to Hughson Avenue, within City Limits and current City right-of-ways.

See Notice of Completion Attached.

Dated: March 9, 2015

ATTEST:

DOMINIQUE SPINALE ROMO, City Clerk

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the City of Hughson, a municipal corporation in the County of Stanislaus, State of California, entered into a Hughson City Council approved Contract dated June 9, 2014 with George Reed Construction, Inc., in the amount of \$358,403.05 (including a 10% contingency and a 10% set-aside for any construction testing and inspection) for the construction of the following public improvements in the City of Hughson:

City of Hughson 5th Street Sidewalk Infill Project

Located on 5th Street, from Fox Road to Hughson Avenue, within City Limits and current City right-of-ways.

The Scope of Work included the following:

Installation of curb, gutter, storm drain, sidewalks, and ADA accessible curb cuts as needed, finish with a four-inch pavement overlay.

George Reed Construction, Inc. completed the work on December 10, 2014.

The City Council of the City of Hughson at a regular meeting held on March 9, 2015, Accepted the completion of the City of Hughson 5th Street Sidewalk Infill Project and Authorized the City Clerk to File a Notice of Completion by adopting Resolution No. 2015-05, certified copy of which is attached.

Dated: **March 9, 2015**

ATTESTED:

By: _____
DOMINIQUE SPINALE ROMO, City Clerk



CITY OF HUGHSON AGENDA ITEM NO. 6.1

SECTION 6: NEW BUSINESS

Meeting Date: March 9, 2015
Subject: Provide Direction to Staff on Filling Two Expired Seats on the Planning Commission.
Presented By: Dominique Spinale Romo, Assistant to the City Manager

Approved By: _____

Staff Recommendation:

Consider the Re-appointment of Commissioners Sanjay Patel and Ken Sartain to the Hughson Planning Commission or Provide Direction to Staff to Advertise the Vacancies.

Background and Overview:

At the January 27, 2014 regular meeting, the City Council approved the re-appointment of Commissioners Julie Strain, Karen Minyard, and Mark Fontana to the Hughson Planning Commission, renewing their term expirations to December 31, 2015.

Commissioner Patel and Commissioner Sartain's terms expired December 31, 2014. Both Commissioners have expressed interest in continuing to serve on the Planning Commission if approved by the City Council. Procedurally, the Mayor may make the appointment(s) subject to the approval of the City Council. In the event that the Council wishes to advertise the vacancies and allow for application, Staff will begin advertising immediately and open for applications for thirty (30) days. Depending on number of interested applicants, staff will tentatively schedule Council interviews for the meeting of April 13. Commissioner Patel and Commissioner Sartain may continue to serve on the Planning Commission until the Council conducts their appointments, as identified in Section 2.12.030 of the Hughson Municipal Code. Therefore, if the Council seeks to advertise the openings rather than re-appoint at this time, they may do so, as the Planning Commissioners whose terms have expired can still serve in their current capacity until successor(s) are appointed.

If re-appointed, the terms of office for Commissioners Patel and Sartain will be renewed for an additional two years, expiring December 31, 2016.

Fiscal Impact:

Per the Hughson Municipal Code, Hughson Planning Commissioners are compensated \$50 per meeting attended and reimbursement of necessary travel and other expenses incurred by the performance of their official duties. The City's annual budget includes funding for this commitment.



CITY OF HUGHSON AGENDA ITEM NO. 6.2

SECTION 6: NEW BUSINESS

Meeting Date: March 9, 2015
Subject: Authorization to Release Bid Documents for the Tully Road Reconstruction Project and Associated Utilities Project, and Increase Project Budget
Presented By: Jaylen French, Community Development Director
Approved By: _____

Staff Recommendation:

Authorize release of bid documents for the reconstruction of Tully Road from Santa Fe Avenue to Whitmore Avenue and the release of separate bid documents for the associated utilities work on Tully Road adjacent to and underneath the Burlington Northern Santa Fe (BNSF) Railroad at Tully Road, and increase this project budget.

Background:

Each year, the City of Hughson is allocated \$100,000 of Regional Surface Transportation Program (RSTP) funds from the Stanislaus Council of Governments (StanCOG). On occasion, as in the case with the Tully Road project, the City will require a greater sum of funds to complete a project. In these instances, the City can 'trade' allocations with other cities in the region to obtain a larger share in a particular year.

The roadway condition of the section of Tully Road from Santa Fe Avenue to Whitmore Avenue is one of the worst in the City, with a pavement condition index of 51 (in the 'poor' range); therefore, this has been a high priority project in recent years. City staff arranged a deal with other Stanislaus County jurisdictions to receive \$400,000 in one allocation cycle to cover the cost of this project. Unfortunately, it has been determined that the cost of the project is greater than anticipated due to additional utilities work, coordination with BNSF and greater construction costs; therefore additional funds are required—approximately \$210,000.

To complete the improvements, City staff will fund as two separate projects. The first project will be the roadway reconstruction on Tully Road, which is funded through \$400,000 of RSTP funds. The second project will be the additional utilities (Storm and Wastewater) work under and adjacent to the railroad.

In order to ensure the required funding was available in Fiscal Year 2014-2015, during the mid-year budget review update, staff proposed—and City Council approved on February 9, 2015—using Fund 10, Capital Projects, Storm Drain Impact Fee (\$50,000) and Fund 61, Capital Projects, Sewer Impact Fee (\$50,000) monies. Because of the location of the utilities work project, i.e. in the middle of the larger reconstruction project, this will need to be completed prior to or at the same time as the larger project. This will ensure that the roadway is uniform on both sides of the railroad and will reduce the coordination efforts between construction companies and the chance for errors in the construction.

In preparing for this item, and the release of the bid documents, a complete Engineering Cost Estimate was prepared by MCR Engineering for the utilities project. Staff discovered that the cost of this project was well above the original estimate—the project is estimated to cost \$210,000.

This item is to seek authorization to release the bid documents for both projects and to increase the project budget for the utilities work project. The additional funds will come from Fund 10 and fund 61 (equally), consistent with the original request in the mid-year budget update. At this time, these funds currently carry fund balances of \$260,000 and 2,667,000 respectively.

Discussion:

Upon authorization to release bids and increase the project budget, City staff will release the bid documents for the utilities work project, will accept bids and award to the lowest bidder after evaluation of the bid to ensure accuracy, completion and that it meets all City and other requirements. Subsequently, staff will provide a notice to proceed. It is anticipated that work on the utilities project will take approximately one (1) month. During the construction, or just prior, staff will release the bid documents for the reconstruction project and go through the same process. It is anticipated that this project will take approximately three (3) months to complete. In total, it is anticipated that the improvements to Tully Road between Santa Fe Avenue and Whitmore Avenue will be complete in late-Summer or early-Spring 2015.

Fiscal Impact:

Monies for this project are available from federal Regional Surface Transportation Program (RSTP) funds—\$400,000 and the City's enterprise funds—Fund 10, Storm Drain Impact Fees and Fund 61, Sewer Impact Fees. The City's Fiscal Year 2014-2015 Budget, adopted September 22, 2014, included the \$400,000 of RSTP funds. The mid-year budget update, adopted February 9, 2015, included \$100,000 of the additional \$210,000 required. This item seeks approval to increase the project budget for an additional \$110,000, using Fund 10 and Fund 61 monies. If approved, the formal adjustment will be done as part of the year end budget process.



CITY OF HUGHSON
PARKS & RECREATION COMMISSION MEETING
CITY HALL COUNCIL CHAMBERS
7018 Pine Street, Hughson, CA

AGENDA
TUESDAY, MARCH 10, 2015 – 6:00 P.M.

CALL TO ORDER: Chair Matt House

ROLL CALL:

Chair Matt House
Vice Chair Tamara Thomas
Commissioner Hans Picinich
Commissioner Billy Redding
Commissioner Raymond Lopez

Staff to be Present: Jaylen French, Community Development Director
Dominique Spinale Romo, Assistant to the CM/City Clerk

FLAG SALUTE: Chair Matt House

1. PUBLIC BUSINESS FROM THE FLOOR (No Action Can Be Taken):

Members of the audience may address the Commission on any item of interest to the public pertaining to the City and may step to the podium, state their name and city of residence for the record (requirement of name and city of residence is optional) and make their presentation. Please limit presentations to five minutes. Since the Commission cannot take action on matters not on the agenda, unless the action is authorized by Section 54954.2 of the Government Code, items of concern, which are not urgent in nature can be resolved more expeditiously by completing and submitting to the City Clerk a "Citizen Request Form" which may be obtained from the City Clerk.

2. PRESENTATIONS: NONE.

3. UNFINISHED BUSINESS:

3.1: Recommend that the City Council Amend Hughson Municipal Code (HMC) Chapter 8.24, Smoking Pollution, to Include Recreational Areas to

the List of Areas Where Smoking is Prohibited as well as to Add Electronic Smoking and Vapor Devices to its Definition of Smoking.

3.2: Youth Flag Football League (Verbal Only).

4. NEW BUSINESS:

4.1: Approve the Minutes of the Regular Meeting of February 10, 2015.

4.2: Review and Approve a Waiver Request for Park Rental Fees for Starn Park from Hughson Youth Baseball League.

5. PUBLIC HEARING TO CONSIDER THE FOLLOWING: NONE.

6. INFORMATIONAL ITEMS:

6.1: 7th Street Community Park Update.

6.2: Starn Park Play Structure Update.

6.3: Concerts in the Park Update.

7. COMMENTS:

7.1: Staff Reports and Comments: (Information Only – No Action)

Community Development Director:

7.2: Commissioner Comments: (Information Only – No Action)

ADJOURNMENT:

WAIVER WARNING

If you challenge a decision/direction of the Commission in court, you may be limited to raising only those issues you or someone else raised at a public hearing(s) described in this Agenda, or in written correspondence delivered to the City of Hughson at or prior to, the public hearing(s).

UPCOMING EVENTS:

March 14	▪ Danielle’s Gift St. Patrick’s Day Celebration Fundraiser, www.daniellesgift.org
March 17	▪ St. Patrick’s Day
March 17	▪ Planning Commission Meeting, City Hall Council Chambers, 6:00 P.M.
March 23	▪ Economic Development Committee Meeting, Council Chambers, 6:00 P.M.
March 23	▪ City Council Meeting, City Hall Council Chambers, 7:00 P.M.

RULES FOR ADDRESSING THE COMMISSION

Members of the audience who wish to address the Commission are requested to complete one of the forms located on the table at the entrance of the Council Chambers and submit it to the City Clerk. **Filling out the card is voluntary.**

**AMERICANS WITH DISABILITIES ACT/CALIFORNIA BROWN ACT
NOTIFICATION FOR THE CITY OF HUGHSON**

This Agenda shall be made available upon request in alternative formats to persons with a disability; as required by the Americans with Disabilities Act of 1990 (42 U.S.C. Section 12132) and the Ralph M. Brown Act (California Government Code Section 54954.2).

Disabled or Special needs Accommodation: In compliance with the Americans with Disabilities Act, persons requesting a disability related modification or accommodation in order to participate in the meeting and/or if you need assistance to attend or participate in a City meeting, please contact the City Clerk’s office at (209) 883-4054. Notification at least 48-hours prior to the meeting will assist the City Clerk in assuring that reasonable accommodations are made to provide accessibility to the meeting.

AFFIDAVIT OF POSTING

DATE: March 6, 2015 **TIME:** 6:00pm

NAME: Dominique Spinale Romo **TITLE:** City Clerk

Notice Regarding Non-English Speakers:

Pursuant to California Constitution Article III, Section IV, establishing English as the official language for the State of California, and in accordance with California Code of Civil Procedures Section 185, which requires proceedings before any State Court to be in English, notice is hereby given that all proceedings before the City of Hughson Commission shall be in English and anyone wishing to address the Commission is required to have a translator present who will take an oath to make an accurate translation from any language not English into the English language.

General Information: The Hughson Parks & Recreation Commission meets in the Council Chambers on the second Tuesday of each month at 6:00 p.m., unless otherwise noticed.

Commission Agendas: The Commission agenda is now available for public review at the City’s website at www.hughson.org and City Clerk’s Office, 7018 Pine Street, Hughson, California on the Friday, prior to the scheduled meeting. Copies and/or subscriptions can be purchased for a nominal fee through the City Clerk’s Office.

Questions: Contact the City Clerk at (209) 883-4054